



CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720
435-586-2950 • FAX: 435-586-4362
www.cedarcity.org

CITY COUNCIL WORK MEETING NOVEMBER 6, 2013

Mayor
Joe Burgess

Council Members
Ronald R. Adams
Nina R. Barnes
John Black
Paul Cozzens
Don Marchant

City Manager
Rick B. Holman

The City Council will hold a work meeting on Wednesday, November 6, 2013, at 5:30 p.m., in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comment

IV. Public Agenda

- Public Comments
- Business Agenda
Public

1. Consider a resolution appointing Heidi Miller as the environmental certifying officer for the CDBG Block Grant – Heidi Miller
2. Request to lower insurance requirement to \$2 million – Festival Country K-9's, Diane Gil

Staff

3. Consider restoration of sick leave for Officer Jason Thomas – Rick Holman
4. Consider a Cost Reimbursement agreement with Beryl Solar, Cedar Valley Solar and Buckhorn Solar for an economic development solar project for payment of the creation of a Community Development Area (CDA) – Brennan Wood
5. Consider a resolution amending the City's billboard and banner policy – Brennan Wood
6. Cedar City Style Guide – Danny Stewart & Brennan Wood
7. Discuss sign ordinance

Dated this 4th day of November, 2013.

Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 4th day of November, 2013.

Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

#1

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION OF THE CEDAR CITY COUNCIL DESIGNATING AN ENVIRONMENTAL CERTIFYING OFFICER
(ECO).

BE IT HEREBY RESOLVED:

That Cedar City, a body politic and corporate and a municipal subdivision of Utah, by and through its governing body, hereby by this resolution, made and executed this ____ day of November, 2013, does:

1. **Designate and appoint** for Cedar City Heidi Miller as the Environmental Certifying Officer for all HUD funded grants operated through Cedar City.
2. **The Environmental Certifying Officer** shall have full authority, with the approval of the City Council to certify for Cedar City any and all documents, materials, and activities which may be required by other agencies for individuals, HUD, units of government, state or federal and particularly, but not limited to, Housing Finance Agencies, Public Housing Agencies, non-Profit Organizations and other entities.
3. This designation and authority shall continue in full force and effect until revoked or until the designated individual no longer functions in the official capacity as described.

PASSED AND ADOPTED THIS ____ DAY OF NOVEMBER, 2013.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

CEDAR CITY COUNCIL
AGENDA ITEM 3
DECISION PAPER

TO: Mayor and City Council

FROM: Rick Holman

DATE: November 1, 2013

SUBJECT: Restoration of Jason Thomas' sick leave

DISCUSSION: On July 21, 2013 Officer Thomas was injured in the line of duty due to a physical attack by a suspect. Thomas sustained a concussion and other injuries requiring time off work, necessitating the use of 69.92 hours of his sick leave. City Policy 8.12.6 reads, "The City may grant up to full restoration of sick leave time to an employee who is injured in the performance of his/her duties as a result of an assault by another party with a dangerous weapon, a high-speed chase of a motorist or felon, while effecting an arrest of a combative or resistant subject or an assault under riot conditions. Claims for restoration shall be evaluated by the City Council after receiving recommendation from the City Manager."

Since this incident fits the criteria in the personnel policy, I recommend that Officer Thomas have his sick leave reinstated.

COST REIMBURSEMENT AGREEMENT

THIS COST REIMBURSEMENT AGREEMENT (this "**Agreement**") is made effective as of the ____ day of _____, 2013 (the "**Effective Date**") by and between Cedar City Corporation, a Utah municipal corporation (the "**City**"); and Beryl Solar, LLC, a Delaware limited liability company (the "**Developer**"), with respect to the following:

RECITALS:

A. Developer has leased certain real property located in Iron County, Utah for the purpose of constructing and operating a commercial solar energy generation facility (a "**Solar Energy Facility**").

B. The Iron County Community Development and Renewal Agency (the "**Agency**") requested that the City prepare a draft Community Development Project Area Plan for the Solar Energy Facility in conformance with the requirements of Utah Code Annotated 17C-4-101 et seq. (the "**Act**").

C. The draft Community Development Project Area Plan (a "**Project Area Plan**") will be for one Solar Energy Facility located within unincorporated Iron County.

D. The Agency has determined that the proposed project area meets the criteria for creation of a Community Development Area (the "**CDA**") pursuant to the Act. The area offers the opportunity to encourage renewable energy development in Iron County that will attract private capital investment, contribute to the tax base and otherwise contribute to the economic vitality and prosperity of the community.

E. Creation of the CDA will allow Developer to construct and operate its Solar Energy Facility.

F. Creation of the CDA will require legal services not available from current City staffing and Developer has agreed to reimburse necessary and reasonable costs and legal expenses associated with creation of the CDA.

G. The purpose of this Agreement is to provide for the reimbursement for legal service costs and expenses incurred by the City in association with the creation of the CDA.

AGREEMENT:

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Reimbursable Costs and Expenses.** Reimbursable costs ("**Costs**") are those charges or fees for legal services that are solely related to the creation of the CDA incurred by the City as further described on Exhibit A attached hereto and made a part hereof. The City will coordinate with Developer in advance to avoid unnecessary duplication of Costs. These costs include the hourly rates billed by third-party legal service providers hired by the City, as further

addressed below, to assist in creating the CDA. The City estimates the total amount of Costs to be reimbursed by Developer will not exceed \$5,000.00. In the event that the total amount of Costs to be reimbursed by Developer approaches \$5,000.00, the City will notify Developer and the parties will endeavor to negotiate an amended agreement before the City incurs any further Costs which exceed \$5,000.00. The City may incur out-of-pocket expenses ("**Expenses**") such as copying, postage, travel expenses, public notices and similar out-of-pocket expenses for which Developer is responsible.

2. **Initial Deposit.** Developer agrees to make an initial, advance deposit payment of \$2,500.00 (the "**Deposit**") to the City, to be placed in a dedicated account established and maintained by the City for payment of the reimbursable Costs and Expenses. If, prior to completion of the project, the balance in this account falls below \$1,000.00, Developer agrees to deposit further funds into the account within thirty (30) days of notification by the City, in sufficient amount to bring the total amount in the account back to at least \$2,500.00 provided that nothing here shall require Developer to deposit in the aggregate any amounts in excess of \$5,000.00. Any balance remaining in said account at the termination of this Agreement, after all Costs and Expenses have been satisfied, shall be refunded to Developer. Developer may direct the City to draw down the Deposit in payment of the final invoice(s) for work under this Agreement. The City agrees to provide Developer with copies of a detailed general ledger showing all deposits and payments associated with the account.

3. **Payment of Invoices; Dispute.** The City will provide Developer with detailed invoices for all reimbursable Costs and Expenses. The City may draw from the Deposit to reimburse itself for Costs if payment is not received within thirty (30) days of billing. If Developer objects to an invoice on the basis that the work performed was not within the scope of work or costs established in accordance with this Agreement or was incorrectly calculated, Developer agrees to promptly provide the City with a statement of the basis of its objection, including the amount in dispute. The parties shall cooperate in good faith to resolve the dispute.

4. **Termination.** Developer's obligation to reimburse the City shall terminate upon the earlier of (a) Developer's request, in writing, that the City cease further work under this Agreement; or (b) the Agency approving the CDAs (the "**Completion Date**"); provided, however, that Developer shall remain obligated to reimburse the City for reimbursable Costs and Expenses incurred up to the Completion Date.

5. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Agreement shall continue in force and effect unless enforcement of this Agreement without the invalidated provision would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

6. **Construction.** This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The parties agree that venue for any action regarding the Agreement shall be in the 5th Judicial District Court in and for Iron County.

8. **Assignment.** This Agreement shall bind all successors and assigns to Developer.

9. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each party shall act reasonably in implementing this Agreement. The City and Developer agrees that each of them shall at all times act in good faith so as not to frustrate the purpose and intent of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement (cost reimbursement). This Agreement is specifically intended by the parties to supersede all prior agreements, whether written or oral, related to the subject matter of this Agreement which may exist between the City and Developer.

11. **Notices.** All notices under this Agreement shall be, unless otherwise authorized herein, in writing and given personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, a communication shall be deemed to have been given and received on actual receipt by the addressee. Notices may also be sent by electronic mail provided such notice is also sent by U.S. Mail, postage prepaid. If personally delivered, it shall be deemed to have been given when delivered to the party to whom it is addressed. Any party may designate any other address in substitution of the address contained herein by like written notice. Communications shall be given to the parties at their addresses set forth below:

If to City: Cedar City Corporation
10 North Main
Cedar City, Utah 84720
Attn: Brennan M. Wood
Email: wbrennan@cedarcity.org

If to Developer: Beryl Solar, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attn: Arthur J. Snell
Email: asnell@firstwind.com

12. **No Partnership.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(Signatures follow on the next page)

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the dates below written to be effective as of the Effective Date.

CITY:

Cedar City Corporation, a Utah municipal corporation

Date: _____, 2013

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

Date: _____, 2013

RENON SAVAGE
RECORDER

DEVELOPER:

Beryl Solar, LLC, a Delaware limited liability company

By: First Wind Utah Renewables, LLC,
its member

Date: _____, 2013

By: _____
Print Name: _____
Title: _____

EXHIBIT A TO REIMBURSEMENT AGREEMENT

(Scope of Work)

From: J. Craig Smith [mailto:icsmith@smithhartvigsen.com]
Sent: Friday, September 27, 2013 12:00 PM
To: Brennan Wood
Cc: Adam Long; Brian Hahn
Subject: Iron County Solar Projects

Brennan,

Thanks again for giving me the opportunity to meet with you and First Wind on potential solar projects in Iron County. I look forward, hopefully, to working with you on these projects. It is my understanding that up to three project areas would be created simultaneously utilizing the same dates for hearings, meetings, etc.

My cost estimate for the listed legal services, for simultaneous creation of up to three project areas, is as follows:

1. Create Timeline.
2. Create all required Agency Notices, Resolutions and County Ordinance.
3. Mail, post or publish all Public Notices. (Coordinated with you or County Clerk.)
4. Review for legal compliance Plan, Budget, etc prepared by the Agency.
5. Attend and participate in up to two Agency Board Meetings.
6. First draft of Participation Agreement.
7. First draft of Interlocal Agreements (Assuming that a CDA rather than an EDA is created).

The not to exceed cost for these legal services is \$15,000, plus out of pocket costs. This is a total not to exceed cost for up to three project areas on the same schedule. Additional services provided, such as negotiation of Participation or Interlocal Agreements or attendance at additional meetings, will incur additional expense.

If you authorize me to proceed I will prepare a draft Timeline for your review. To create the Timeline I will need a date for the "kick off resolution" and a schedule of the Iron County Commission. Also, I will need maps and descriptions of the proposed project areas for the notices.

Please contact me if you have any questions or concerns about this proposal. Thanks again.

Craig

J. Craig Smith, Esq.



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#5

CEDAR CITY RESOLUTION No. _____

A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CITY'S BILLBOARD AND BANNER POLICY.

WHEREAS, Cedar City owns and maintains billboards along interstate -15 and from time to time there are requests to include advertising on said billboards for various civic organizations, festivals, or promotions; and

WHEREAS, Cedar City owns and maintains approximately eighty two (82) light poles between Coal Creek and 200 South. Each of these light poles are equipped with brackets that allow Cedar City to hang banners advertising various civic events, festivals, or promotions; and

WHEREAS, The banners and billboards displayed on the City's property are expressions of Cedar City. The format and content depicted on the banners and billboards expresses views adopted by Cedar City and because the format and content is expressly adopted by the City as the City's speech, the form and content are to be strictly regulated by the City; and

WHEREAS, Cedar City has adopted Cedar City Resolution No. 05-1221 promoting a community standard which reflects and encourages a wholesome environment for children and families, and where the material to be posted on the City's billboards and/or light poles constitute City speech, the City reserves the right to disallow any application for a billboard and/or banner that is in the judgment of the City offensive to the City's adopted standard; and

WHEREAS, the City desires to update and maintain its billboard and banner policy promote the visual interest and economic vitality of Cedar City's historic downtown and contribute to the festive nature of Cedar City.

NOW THEREFORE BE IT RESOLVED by the City Council of Cedar City, Utah, that Cedar City's policy related to banners displayed on its billboards and/or light poles shall be as set forth in this resolution and as set forth in the Cedar City Corporation Downtown City Light Standards and North/South Interchange Billboard Banner Program, a copy of which is attached hereto and incorporated herein by this reference as exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, Utah, that the banner application which is attached hereto and incorporated herein as exhibit #2 may be used by staff to administer the banner program and that staff is authorized to make such changes to the application that are from time to time reasonably necessary and consistent with this resolution and the Cedar City Corporation Downtown City Light Standards and North/South Interchange Billboard Banner Program.

This resolution is considered with full knowledge of any and all disclosures as required by the laws of the State of Utah concerning any actual or potential conflicts of interest.

This resolution, Cedar City Resolution No. _____, shall take effect on the immediately upon passage. This resolution was made, voted, and passed by the Cedar City Council at its regular meeting on this _____ day of _____, 2013.

AYES: _____ NAYS: _____ ABSTAINED: _____

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

Exhibit #1

**Cedar City Corporation Downtown City Light Standards and North/South Interchange Billboard Banner
Program, as amended by Resolution No. _____.**

Cedar City Corporation Downtown City Light Standards and North/South Interchange Billboard Banner Program.

I. Purpose

The primary purpose of the Downtown City Light Standards and North/South Interchange Billboard Banner Program is to enhance the general appearance of the city's streetscape and call attention to community activities, institutions, or milestones that play a part in our City. The displays of banners promote the visual interest and economic vitality of Cedar City's historic downtown and contribute to the festive nature of Cedar City.

The banners and billboards described under this policy are expressions of Cedar City. The format and content expresses the views of Cedar City and because the format and content is expressly adopted by the City as the City's speech, the form and content are to be strictly regulated by the City.

Banners may be proposed by institutions and organizations in the cultural, intellectual, and charitable not-for-profit sector. They may be sponsored by for-profit entities, corporations and individuals provided that they meet the criteria for content and objectives described below.

A temporary banner is defined as a sign mounted on a city light standard containing a message in text, picture, logo or other form of representation, which is constructed of pliable materials such as canvas, fabric, vinyl plastic or similar materials which will withstand exposure to wind and rain without significant deterioration, and which does not require a building permit for its construction or installation outside of a building.

A billboard banner is defined as a sign mounted on a city interstate standard containing a message in text, picture, logo or other form of representation, which is constructed of pliable materials such as canvas, fabric, vinyl plastic or similar materials which will withstand exposure to wind and rain without significant deterioration, and which does not require a building permit for its construction or installation outside of a building.

II. Administration

Banners on City light standards and City billboards shall be reviewed and administered by the Office of Economic Development.

III. Display Locations, Banner Allotment

Downtown City light standards eligible to display banners are those along Main Street between 200 South and Coal Creek Road and Center Street between 100 East and 300 West. The number of banners available shall be 82. Applicant may request to use all or a portion of the available light standards. City billboards eligible to display banners are the North and South Interchange billboards. The number of banners available shall be one at each location. No banners across Main Street are allowed. (City lights, such as annual Christmas lights are not considered banners and are exempt from program.)

IV. Applications

Applications for banners on City light standards and billboards shall be submitted to the Office of Economic Development and shall be approved if compliant with all criteria set forth with this program. Application shall be submitted no later than 21 days prior to the first date of the proposed display period and no earlier than one year of proposed display period. A full color, graphic design layout of the banner is required at time of application.

Cedar City Corporation Downtown City Light Standards and North/South Interchange Billboard Banner Program.

Economic Development Director will determine which applicant receives priority status. Priority shall be determined on a first-come, first-served basis, based on the date a completed application is received. Where competing applications are submitted, display periods shall be limited to the actual event dates.

Each submission process may take one week for approval. Information on the application process is available from the Cedar City Economic Development Department at 10 N Main St, Cedar City, UT 84720.

V. Design

(A) City Light Standards: Banners shall be 49 inches by 23 inches (49"H x 23"W), with 3 inch poll pocket at the top and grommets on each bottom corner. Grommets should be two inches from either edge.

(B) Billboard Banners: Banners shall be 66 inches by 191 inches (66"H x 191"W)

(C) City Light Standards Fabrication- Fabric must be of a durable material able to withstand the elements including snow, rain and heavy wind, no less than 14 oz weight material. Banners are most successful in the urban environment if they are designed with a small number of large, simple, bold elements, and when they utilize bright colors and strong contrast. Complex, ambiguous images with numerous small components should be avoided. Imagery and type should be appropriately scaled for long-range visibility by motorists and pedestrians.

(D) Billboard Banner Fabrication- Fabric must be of a durable material able to withstand the elements including snow, rain and heavy wind, no less than 20 oz weight material. Banners are most successful in the urban environment if they are designed with a small number of large, simple, bold elements, and when they utilize bright colors and strong contrast. Complex, ambiguous images with numerous small components should be avoided. Imagery and type should be appropriately scaled for long-range visibility by interstate motorists.

(E) City Light Standards Text – The text shall not comprise more than 40% of the area of the banner. The content lettering must be at least 2 inches high.

Cedar City Corporation Downtown City Light Standards and North/South Interchange Billboard Banner Program.

(F) Billboard Banner Text- The text shall not comprise more than 60% of the area of the banner. The content lettering must be at least 8 inches high.

(G) Sponsors- A sponsor's symbol/logo is permitted provided that it occupies an area of less than 20% of the total square footage of the banner surface. The sponsor's symbol/logo must be positioned at the bottom of the banner.

VI. Installation

(A) City Light Standards- Banners must be received by the Economic Development Department no later than one (1) week prior to the first date of scheduled display. The Economic Development Department address is 10 N Main St, Cedar City, UT 84720. All banners on City light standards shall be installed by City personnel. After removal, the applicant will retrieve banners from Economic Development Department within ten (10) days. If after ten days the banners have not been retrieved they shall become the property of the City and will be disposed of accordingly.

(B) Billboard Banners- Banners must be installed and removed by a city approved sign company. For a list of approved sign companies contact the Office of Economic Development.

(C) Fees

Upon receipt of a completed application, the Office of Economic Development will provide the applicant with final fee assessment based on costs for City services arising from the installation and removal of the banners, including but not limited to the use of City personnel and/or equipment as is contained in the consolidated fee schedule located online at <http://www.cedarcity.org/DocumentView.aspx?DID=923>. Fees must be paid in full prior to installation.

VII. Period of Display

Banners may be displayed for no more than six (6) weeks at a time. Applicants shall accept that the display period is contingent upon a workable arrangement within the overall schedule of other City banners as well as prior commitments to other outside sponsors. Prior commitments may preclude the

Cedar City Corporation Downtown City Light Standards and North/South Interchange Billboard Banner Program.

desired display period of an otherwise acceptable applicants banner. Applicants may make application for continuous running time slots.

In case of advanced deterioration of the signage, or if a dangerous condition presents itself, the Cedar City Economic Development Department, as administrator, may at its sole discretion direct signage to be removed at any time. In the Cedar City Economic Department experience, signage installed during winter months are particularly subject to serious weather-related problems.

VIII. Liability

The applicant shall agree to assume full liability and indemnify the City for any damage to persons or property arising from the display of the banners by the City. The City is not responsible for any damage that may occur to the banners from any cause.

Updated September 24, 2013

Exhibit #2

Banner Application.



Cedar City Corporation Downtown City Light Standards & North /South Interchange Billboard Banner Application

Applicant Information

Organization _____

Type of Organization (Check One)

☐

Local nonprofit 501C3

☐

Other: _____

Name of Contact _____

Address _____
Street City State Zip

Telephone number _____ E-mail _____

Banner Request:

☐

Downtown

Proposed number of Street Banners _____ (82 max)

☐

North Interchange

Proposed number of Billboard Banners _____ (1 max)

☐

South Interchange

Proposed number of Billboard Banners _____ (1 max)

☐

A full color, graphic design layout of the banner is required with application
(please attach on separate paper)

Period of Display:

Requested Date of Installation _____ Requested Date of Removal _____

Acknowledgements:

I acknowledge that this applications will not be considered filed and processing may not be initiated until Cedar City Economic Development determines that the submittal is complete with all necessary information and is acceptable as complete. The City will notify the applicant of all application deficiencies no later than 7 days following application submittal.

As the Owner, lessee or Person in lawful possession of these banners, I understand, agree and acknowledge that the Cedar City is not responsible for damage or loss of banners and I agree to pick up the banners within ten (10) business days after the date they are taken down or they shall become property of the City and will be disposed of accordingly.

Representative Signature

Date

FOR OFFICE USE ONLY			
Application #		Installation and Removal Cost	\$
Date Received		Account #	10-34-738
		Applicant notified of Cost	
		Date	Initial



Cedar City
Festival City USA

Official Branding and Identity Style Guide

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Purpose of the Style Guide

The purpose of the Cedar City Official Branding and Identity Style Guide is to develop a consistent, appealing, and memorable method of promoting the city along with its departments, divisions, programs, events, and facilities while allowing flexibility for managers to utilize their creativity in developing specific messages.

City publications such as annual reports, maps, guides, advertisements, flyers and brochures must be approved by the city's branding committee prior to printing and distribution. This effort to centralize publication standards is not to stifle creativity or delay the timely dissemination of information, but to insure that we are building the city's brand through quality publications.

Importance of Branding and Consistency

As difficult as it is to "control a brand," style guides are a helpful tool to guide and influence the effectiveness of a brand. This style guide will help us achieve clarity, consistency and brand power. It involves every aspect of a brand's communication execution to every audience imaginable. Brand building is the process of defining what is unique and desirable about an organization's products and services. Every time you make contact with another person (either in person, in writing, on the telephone, or through the media) you are sending a message about your brand. That message can be either positive or negative. That message should be that we are experts in our respective fields; that we care about the smallest details associated with Cedar City Corporation, is that we want to provide a positive experience for each member of the public that we work with.

It is important that all departments, divisions, and their respective programs, events, and facilities comply with the standards outlined in this style guide. Adherence to these standards will strengthen our communication efforts with the public and elevate the city's reputation as a professional, responsible and reliable organization.

Branding Committee

Cedar City's branding committee will approve designs for signage and other brand implementation before production. The branding committee consists of the City Manager, a representative from the City Council, the Economic Development Director, the Economic Development Coordinator, and the Leisure Services Director.

The Logo

Logo Design

The logo is the image embodying an organization. Because logos are meant to represent a brand or identity and foster their immediate customer recognition, it is important to be consistent with logo design and usage. It is counterproductive to frequently redesign logos.

Cedar City's new logo uses elements from the previous logo, with the following changes:

- "Cedar City" is the most prominent text in the logo. The slogan, "Festival City USA" is secondary. In departmental usage, the department name will take the place of "Festival City USA."
- The shape of the official square logo is now more square than rectangular.
- An official round logo is for use on signage, apparel, vehicles, and in other uses as approved.
- The blue color of the logo is now a more neutral blue. The gradation from orange to yellow is more subtle than on the previous logo.
- All text in the new logo is in white. The fonts used in the City's logo are now standardized. "Cedar City" is Americana Bold, and "Festival City USA" is Myriad Pro Bold. Americana BT Extra Bold is ONLY used by the city in this usage.



*Previous
Cedar City Logo*



*Official Square
Cedar City Logo*



*Official Round
Cedar City Logo*

Logo Standards and Guidelines

The Cedar City Logo is the entry point to the brand. It is essential to use it correctly each time to represent Cedar City properly. There are countless ways to misuse the Cedar City logo, but what it all boils down to is don't change the logo in any way.

- Don't change the colors.
 - Don't alter the text or the typefaces.
 - Don't stretch or distort the logo.
 - Don't apply effects.
 - Don't rotate the logo.
-
- Just don't mess with it.

These rules apply to all asset and department logos as well.

Other Approved Logos

Grayscale Logos

In non-color applications, these are the approved grayscale logos.



*Official Square
Cedar City Logo
Grayscale*



*Official Round
Cedar City Logo
Grayscale*

Other Approved Logos

The following logos are currently in use and will continue to be used.



Cedar Ridge



Golf Course

* Currently, the golf course uses this logo, so it is included on the list of approved logos. This logo will be replaced in the near future.



Non-Approved Logos

Below are examples of former city logos. None of these are approved for use in any way.



Logo Usage

Preferred Logo

This is the preferred logo to be used on all marketing and collateral material unless specified otherwise in this guide.



Official Cedar City Logo

Spacing

Use at least the height of the "e" in Cedar City from the logo as the measure for clear space around the entire logo.



Minimum Height

The height of the Cedar City logo should not be smaller than 3/4" (.75") unless there is no other option, such as use on smaller products, such as pens, flash drives, etc.



Shape

The shape of the Cedar City logo should never be altered.

In some cases, the logo may be placed on a field of blue that exactly matches the color of the logo itself. In this case, the outside edge of the logo does not need to be delineated. (*This is only for some uses on banners, signs, etc., as approved.*)



Standard Use



Exceptional use when approved

Departmental Logos

Departmental Logos

Department Heads are authorized to use departmental logos instead of the Official Cedar City Logos as deemed appropriate. The Official Square Logo standards and guidelines apply to the departmental logos. When departments or divisions are listed with the Official Square Cedar City Logo, the department or division name replaces "Festival City USA" on the logo itself, with the font remaining in the same size as the "Festival City USA" font.

When used with the Official Round Logo, the department or division name is listed beneath the logo as shown below, with the Department name listed in Myriad Pro Upper and Lower Case. In this usage, the capital letter(s) in the division or department name should be the same size as upper case "C" on the Logo as shown below. When the department or division name is so long that the width of the name exceeds the width of the logo, then the department name should be divided into two or more lines of text as shown on "Parks and Outdoor Facilities" below.





Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

Mayor
Joe Burgess

Council Members
Ronald R. Adams
Nina R. Barnes
John Black
Paul Cozzens
Don Marchant

City Manager
Rick B. Holman

Administration 586-2953	Building and Zoning 865-4519	Economic Development 586-2770	City Engineer 586-2963	Parks and Recreation 865-9223	Public Works 586-2912
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Letterhead

Cedar City's letterhead features the official square logo in the top left corner, return address and contact info in the center, and city officials in the top right corner. Six department phone numbers are printed across the bottom.

This design is an updated version of the city's most current letterhead.

Envelope

Cedar City's #10 envelope features the official square logo in the top left corner with the return address justified left against it. The type style of the return address is identical to that of the letterhead.

When letters of different sizes are mailed, return address labels may be printed to match the design on the #10 envelope.



Cedar City

10 North Main Street
Cedar City, UT 84720

Business Card Options

Business Cards

Cedar City's department heads can choose from two business card styles for their employees. The first option features the city's square logo on the left half of the card and contact information on the right half. The employee's name and title are center-justified, and separated by a space from the contact information, which is left-justified. All text is printed in Cedar City's PMS 301 to match the city's logo. The employee's name is in Myriad Pro bold and his or her title is in Myriad Pro Regular. Contact information features "Cedar City Corporation" in Myriad Pro bold and address, phone and email information in Myriad Pro Regular. The other business card is similar to the most recent card in use. The city's square logo is on the left half of the card



Brand Colors

Primary Colors

The primary colors of the brand are those used in the logo.

The colors used in the current logo include PMS 300 (blue), PMS 100 (yellow) and PMS 1235 (orange).

PMS 301 is the solid color outlining the logo, including the mountains and the banners

PMS 1235 is the solid color of the sun.

PMS 100 blends from the bottom of the “window” in the logo into PMS 1235 at the top, behind the mountains, banners, and sun.



Secondary Colors

The secondary colors are used on the lightposts and other downtown fixtures, and have also been used on some signage.

PMS 3305, or “forest green,” is used on lightposts, benches, garbage cans, and other fixtures and for the hardware elements of some signage.

Process Yellow is used as a highlight on downtown fixtures and also on the hardware of some signage.

Neither of these colors are approved for usage on the signs themselves - only for sign poles and brackets as approved.



Typography

Typography is one of the base building blocks of an effective identity program. Strong brands are largely recognizable because of a consistent use of fonts throughout hundreds of different applications. A strong and cohesive company image is not possible without a defined and unique font that helps to define its personality and is easy to read.

Brand Fonts

The fonts on this page are the main brand fonts. These fonts should be used as often as possible. They must be used for promotional materials and advertising.

Primary Font

Myriad Pro will be used for body text and display text. Use different weights to differentiate between them in use.

Secondary Font

Minion will be used mostly for body text. Light or Roman can be used. Times New Roman may also be used as a body text typeface, but sparingly.

Primary Font: Myriad Pro

Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Semi Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Secondary Font: Minion Pro

Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Semi Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Signage Standards

It has been suggested that Cedar City's official signage be standardized. Moving forward, Official Cedar City signs will use the colors described on page 12. Monument signs will be designed using elements similar to the fence at Main Street Park and at the Cemetery, namely, they will consist of a sign supported by pillars of area red rock. The Official Round Cedar City Logo will be located at the top center of the sign. Unless otherwise approved, the main field of the sign will be in the city's blue, the logo will be in full color, and the sign will be outlined in white. The outline of the logo will not be delineated, and the blue of the logo will blend into the field of the sign. All sign designs must be approved by the city's branding committee before production.



Sign on east Center Street shown with example of new branding.



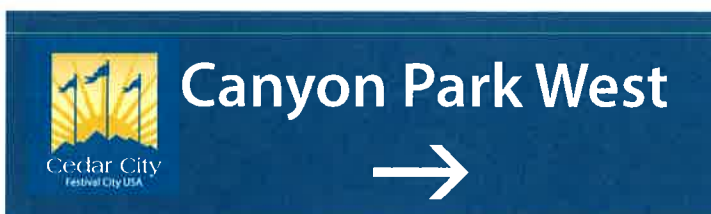
Sign at Cedar Canyon Fields shown with example of new branding

Historic downtown / Wayfinding signs

Signs around the City Office Building are designed to match the streetlights, the benches, and the other fixtures in the historic downtown. This style of metal sign pole and bracket is an acceptable alternative to the stone pillars when approved. The poles and brackets should match the green color used in the historic downtown. The signs should follow the guidelines outlined above.



Sign near the city office shown with example of new branding



Clothing standards

Both the square and the round logos are approved for clothing. When applying the logo to clothing, it can be silk screened or embroidered. For coloring, use the same guidelines found on page 10.

Sizing and Placement

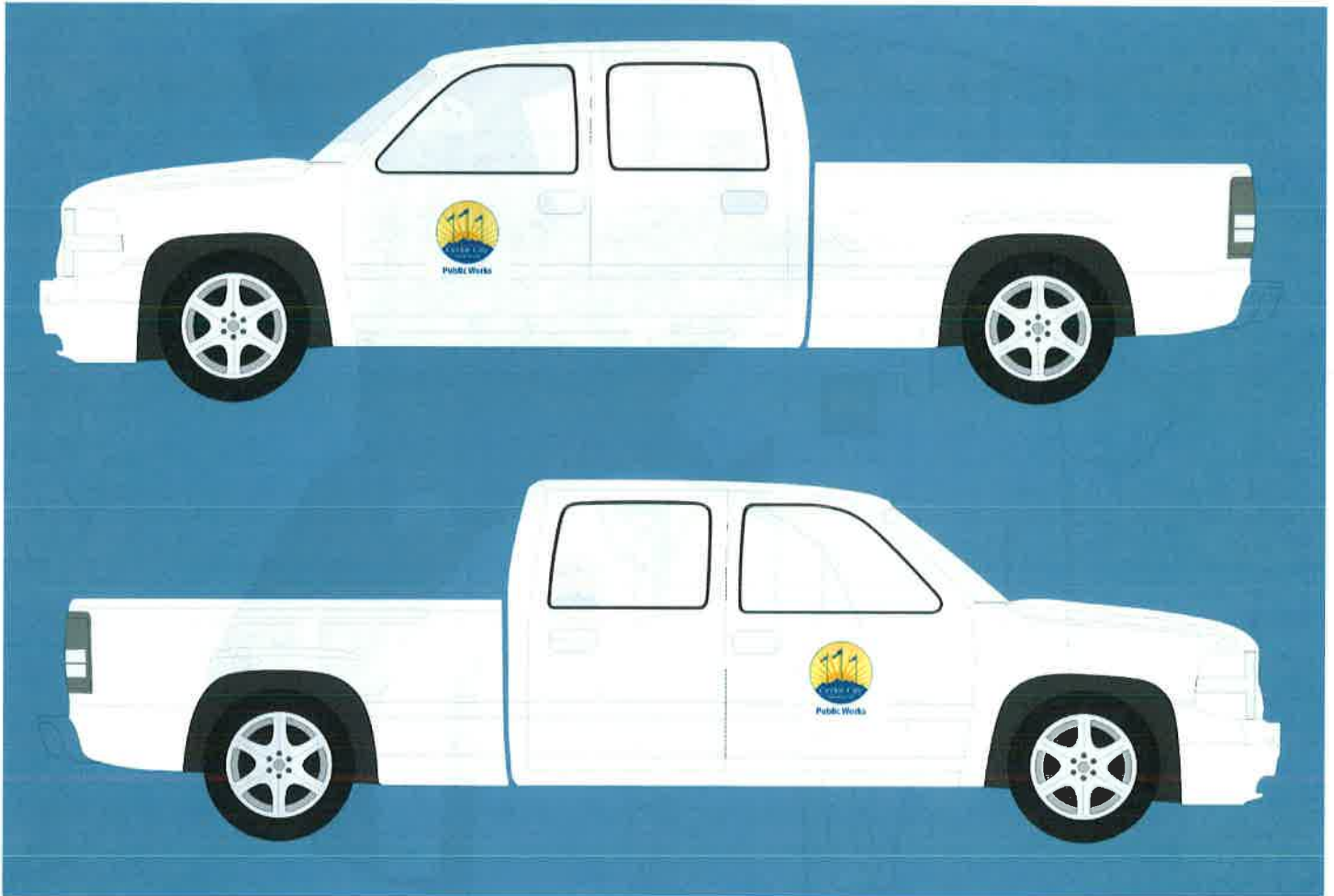
The logo should always appear on the left breast of a shirt. If the shirt has a pocket, it should be centered above the pocket and not be wider than the width of the pocket. When applying text other than the logo, use the typography guidelines on page 11.



Vehicle Branding Standards

With the exception of Cedar City Police and Fire Department vehicles, Cedar City vehicles are white, unless approved. The Cedar City Official Round Logo will be used on city vehicles as directed by Department Heads. The logo should be 10" in diameter on most vehicles, and 12" on larger vehicles. If department or division names are used, they should be designed as described on page 7. Logos should be coated with UV protection to protect from fading. If department or division names are used, they should be printed in PMS 301 on a clear sheet and be centered below the logo.

Vehicle identification numbering may be approved by department heads. This identification is in abbreviation of the department and the number of the vehicle in the department's fleet. For example, vehicle #8 in the public works department would be identified with "PW8" in black numbers on the vehicle's fender. This identification should be done in Myriad Pro Bold. The city's Fleet Maintenance Manager will oversee vehicle branding.



Media Interviews

Cedar City employees have the right to speak with the news media. You also have the right not to talk to the news media. When talking to the media, never talk about rumors, subjects outside your scope of responsibility, or those issues of which you have no direct knowledge.

The public has a right to know what the city does. The media is one of the most effective means for telling our story. Sometimes the message is not what the media and public want to hear. But, the truth is what they must always hear from us, and it ultimately maintains their trust in the city and our credibility.

Before the Interview

- Talk to your supervisor or department head.
- Know the reporter, publication, and audience.
- Respect the media's curiosity and its right to know public matters
- Know what you want to say. Have two or three main points in mind.
- Know current issues in your department. Do your homework.
- Prepare for the toughest questions or "worst-case scenario."
- Know the following rules: Off the record, background, attribution, hold for release, direct and indirect quotes.

Interview Tips

- ABCs: Be accurate, brief, and clear.
- Be quotable, conversational, and colorful. Don't use technical terms, jargon, or be long winded.
- Be positive. Instead of problems, talk about solutions.
- Make your point.
- Address the audience, not the reporter.
- Don't let false or incorrect statements go uncorrected. Don't repeat these in your answer.
- Don't let the reporter interrupt or cut you off before you are finished.
- Never say "no comment." Explain you can't address items that are beyond your scope of responsibility.
- Never answer speculative or hypothetical questions.
- Never lie. Assume the reporter has other sources and facts.
- Never say anything off the record.
- Never get mad, or at least don't show that you are. Stay cool under pressure.
- Never ask to review a story or check the reporter's facts.
- A skilled reporter will attempt to get into a casual conversation with you before or after the formal interview in an effort to obtain additional information. The entire encounter should be considered part of the interview. Nother you say should be considered "off the record."

Media Interviews, continued

Telephone Interviews

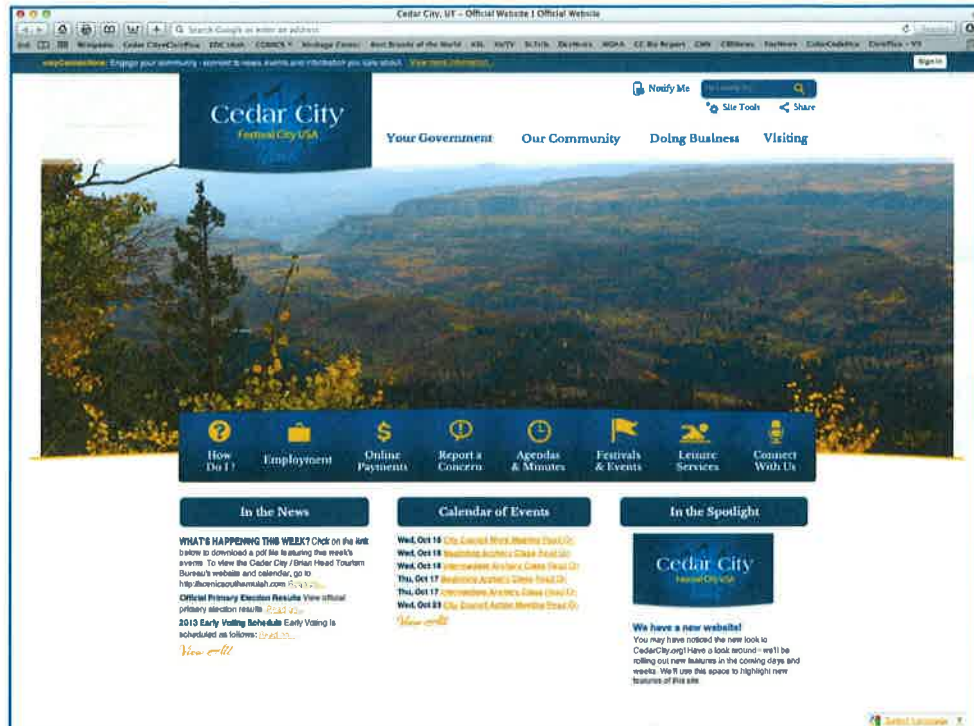
- Review the tips listed above.
- Be accommodating, but do not feel rushed just because the reporter is rushed. If the reporter wants to interview you without prior notice, ask to know the purpose of the interview. Then, ask if the reporter can call you back at a later time to allow time to organize your thoughts.
- Use notes and take time to articulate your responses as succinctly as possible. They can't use what you don't say.
- Know if the interview is recorded. If for radio or television, know if it is live or pre-recorded.

Television Interviews

- Review the tips listed above.
- Wear the appropriate attire and look sharp.
- Get comfortable. Try not to be too stiff or too relaxed.
- Be pleasant, sincere, and confident.
- Always be professional before and after the camera is on. Again, assume that the entire encounter is part of the interview.

Official Website

Cedar City's official internet presence is <http://cedarcity.org>. For the past eight years, Cedar City has used CivicPlus as its official website product. Maintenance of the website has become the primary responsibility of the Office of Economic Development. Other departments have been given permissions over certain parts of the website. This will continue into the next several years. In 2013, the city's website underwent a complete re-build in order to be able to utilize CivicPlus' most current features. This site went live on October 10, 2013. The standards built into the site's redesign closely match the standards in this Style Guide. Moving forward, pages designed on this site should be true to the design standards established during the redesign and should not be altered without prior approval.



Official Social Media

The city's official facebook page is listed as Cedar City Corporation. The url for this page is: <https://www.facebook.com/pages/Cedar-City-Corporation/560295564017691>. The city's official Twitter page is @CedarCityUtah, and its url is <https://twitter.com/CedarCityUtah>. These pages are managed under the direction of the City Manager by the city administration's Executive Assistant. Any departmental facebook and Twitter pages are managed under the direction of department heads. All official social media sites will adhere strictly to the city's social media policy, which is currently being written. The policy should be in place by the beginning of 2014.

Broadcast Media Promotion

Any radio or television advertisements should identify Cedar City verbally (and visually on television) when promoting a specific program, event or facility. If an advertisement or promotion is broadcast on television, the official Cedar City logo should be used whenever possible. The city's branding committee should be included in the creation and placement of any broadcast media advertising or promotion.

Internet Branding

Email Signature

Email is often used to send official Cedar City communication. A uniform email signature line that is used consistently is a simple way to reinforce the city's brand. Below is a sample of the standard email signature line for the city, and the fonts and colors used to create this signature:

Brennan Wood

Economic Development Director

Cedar City Corporation

10 North Main Street

Cedar City, UT 84720

435-586-2770 • 435-592-0111

dans@cedarcity.org



Myriad Pro (Bold) 16 pt - Medium Blue (PMS 301)

Myriad Pro 16 pt (PMS 301)

Myriad Pro 12 pt (Black)

Myriad Pro 12 pt (Black)

Myriad Pro 12 pt (Black)

Myriad Pro 12 pt (Black)

Myriad Pro 12 pt (Black)

Cedar City Official Logo_email signature

Photography Guidelines

Photography to be used in publications must be at least 300 DPI to result in high-quality, clear images. Also, make sure to determine whether you are obligated to give credit to the photographer. Typically, if you have paid for the image, you are not obligated to credit the photographer (unless the purchase agreement specifies that you must credit the photographer). If you do not own the photograph, you should receive approval to use the photograph and give credit to the photographer in the publication. Finally, remember that it is often helpful to include a caption under the photograph explaining what is being depicted even if the text in the publication explains the photograph.

Photography Styling

Image style is very important. It will be the driving force to draw attention and establish the mood and feel of Cedar City. These particular styling guidelines apply to promotional pieces, not editorial. The image style should have high emotional appeal. Use high-end photography with a non-pedestrian sensibility, whether it is stock or high-concept, original photography. Take great care when searching for or producing the perfect shot. The images should be very light in tone and the settings should be bright. Cedar City is surrounded by amazing natural beauty. Consider the surroundings and lighting of photos you use. People should look like they're enjoying themselves. Choose candid shots are preferred over obviously stages shots. Try to avoid shots with people looking directly into the camera. Any shots with city workers, they should appear dependable, friendly, competent, and helpful. Citizens should look happy.



**CEDAR CITY COUNCIL
AGENDA ITEM 7
INFORMATION PAPER**

TO: Mayor and City Council

FROM: Rick Holman

DATE: November 1, 2013

SUBJECT: Review of Sign Ordinance

DISCUSSION: As has been discussed in recent Council meetings, some portions of the Sign Ordinance need review. Please consider the following:

Off – Premise signs have been mentioned a few times. The definition is fairly broad – “An advertising sign which directs attention to a use, product, commodity or service not related to the premises.” (Section 26-XVI-3, 31). Observations made in Council meetings have been specifically targeted at small signs on wire stands along roadways advertising sales or products in other communities. These signs certainly fit the definition of off-premise and are prohibited (Section 26-XVI-4, 8).

Due to the broad definition, there are other signs that could be considered off-premise signs that staff felt should be discussed in hopes of drafting a more clear definition. Such signs would include sponsorship signs at public recreation locations (signs on baseball outfield fences, signs on golf course benches, signs on score boards) and private electronic message boards providing advertising for off-premise businesses.

As part of the discussion for removing illegal signs, the time frame required by the ordinance for notification was mentioned. From comments made, staff will make other recommendations to help with “cleaning up” the prohibited signs and notifying the business of the city’s actions.

Political signs. Each election there are comments made about political signs – locations, time frames before or after elections, etc. Political signs are only mentioned in the Sign Ordinance as a “Sign Allowed Without a Permit” (Section 26-XVI-5, n).

As you are aware, the Sign Ordinance is part of the Planning and Zoning Chapter 26. Any changes to Chapter 26 are typically discussed and recommended to the City Council by the Planning Commission. Comments from the November 6th Work Meeting will be forwarded to the Planning Commission for their eventual action. The Planning Commission recommendations will be brought back to the Council for your consideration.

